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Attorneys for Defendant
CAL STATE 9 CREDIT UNION

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA - SAN FRANCISCO DIVISION

KAMLESH BANGA,

Plaintiff,

v.

CAL STATE 9 CREDIT UNION;
EQUIFAX INFORMATION SERVICES,
LLC, and Does 1 through 10 inclusive,

Defendants.

Case No. C08-03015 BZ

**DEFENDANT'S NOTICE OF MOTION
AND MOTION TO SUBSTITUTE PARTY;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION TO SUBSTITUTE PARTY**

Date: September 3, 2008

Time: 10 a.m.

Dept.: Courtroom G, 15th Floor
San Francisco

Judge: Bernard Zimmerman,
United States Magistrate Judge

NOTICE OF MOTION AND MOTION TO SUBSTITUTE PARTY

TO PLAINTIFF KAMLESH BANGA:

PLEASE TAKE NOTICE that on September 3, 2008 at 10 a.m. in Courtroom G of the United States District Court, Northern District, San Francisco Division, located at 450 Golden Gate Avenue, San Francisco, California, or as soon thereafter as the matter may be heard, the National Credit Union Administration Board, in its capacity as the Liquidating Agent for Cal State 9 Credit Union, will move this Court for an Order granting its motion to substitute the National Credit Union Administration Board as the defendant in this case.

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1 This motion is made and based upon this Notice, the Memorandum of Points and
2 Authorities in support thereof, and the pleadings and any other documents on file, as well as any
3 other evidence produced at the hearing of the matter.

4 **MEMORANDUM OF POINTS AND AUTHORITIES**

5 1. Plaintiff filed suit against Cal State 9 Credit Union (CS9CU) alleging that CS9CU
6 violated the Fair Credit Reporting Act and other statutes.

7 2. Plaintiff seeks damages of \$150,000 as a result of the alleged actions of the credit
8 union in this matter.

9 3. On June 30, 2008, Cal State 9 Credit Union was placed into involuntary
10 liquidation, and the National Credit Union Administration Board (NCUA) was appointed
11 Liquidating Agent of the credit union pursuant to the provisions of 12 U.S.C. §1787(a)(3). A
12 copy of the Notice of Involuntary Liquidation is attached as Exhibit A.

13 4. By operation of law, the Liquidating Agent succeeds to all rights, titles, powers,
14 and privileges of the credit union. *See* 12 U.S.C. §1787(b)(2)(A)(i). Pursuant to 12 U.S.C.
15 §1789, the Liquidating Agent is empowered to be sued and defend in any court of law or equity.
16 Accordingly, it is the proper entity for purposes of this lawsuit.

17 **CONCLUSION**

18 As CS9CU is no longer the proper entity to be sued in this matter, the National Credit
19 Union Administration in its capacity as Liquidating Agent respectfully requests that it be
20 substituted as a defendant in this matter.

21 Dated: July 30, 2008

LOMBARDI, LOPER & CONANT, LLP

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23 By: /s/ Leora R. Ragonas
24 LEORA R. RAGONES
25 Attorneys for Defendant
26 CAL STATE 9 CREDIT UNION
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